



Order Filed on August 31, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

THE KELLY FIRM, P.C.

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In re:

BRIAN W. MEAD,

Debtor.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

Case No.: 21-17470 (MBK)

Chapter: 7

Judge: Michael B. Kaplan

Hearing Date: **August 31, 2023 @ 10:00 a.m.**

ORDER APPROVING SALE OF 135 SEAGRAPE DRIVE UNIT 204 JUPITER FLORIDA, "AS IS," "WHERE IS," WITH NO WARRANTIES EXPRESS OR IMPLIED AND FREE AND CLEAR OF ALL LIENS CLAIMS AND ENCUMBRANCES, WITH LIENS, CLAIMS AND ENCUMBRANCES TO ATTACH TO PROCEEDS, AUTHORIZING THE TRUSTEE TO EXECUTE ALL CLOSING DOCUMENTS, MAKE DISTRIBUTIONS, AND DETERMNING THE BUYER IS A GOOD FAITH PURCHASER FOR VALUE.

The relief set forth on the following page, numbered two (2) through three (3) is hereby **ORDERED**.

DATED: August 31, 2023


Honorable Michael B. Kaplan
United States Bankruptcy Judge

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Debtor: Brian W. Mead
Case No.: 21-17470 (KCF)
Caption of Order: ORDER APPROVING SALE OF 135 SEAGRAPE DRIVE, UNIT 204,
JUPITER, FLORIDA

THIS MATTER having been opened to the Court by The Kelly Firm, P.C., attorneys for the Chapter 7 Trustee, Bunce D. Atkinson (the “Trustee”) for the Debtor Estate of Brian W. Mead seeking approval of a Contract of Sale for the property located at 135 Seagrape Drive, Unit 204, Jupiter, Florida hereinafter the “Property”, the Court having read and considered the Trustee’s application and supporting pleadings seeking the entry of the within Order and any timely opposition filed; and it appearing that proper notice and service has been provided and made as demonstrated by the Certification of Service filed with this Court; and for good cause being shown; it is hereby

ORDERED AS FOLLOWS:

1. The Sale by the Trustee of the real property located at 135 Seagrape Drive, Unit 204 Jupiter, Florida , (the “Property”) to Nicholas David McElmurry, hereinafter the Buyer for the sum of \$315,000 be and hereby is approved.

2. The Trustee be and hereby is authorized to execute any and all documents necessary to effectuate the sale of the Property to the Buyer, including but not limited to a Trustee Deed, Affidavit of Title, and Closing Statement, and to make payment to any Mortgagee for the balance due, to pay to the Palm Beach County and/or the City of Jupiter any outstanding real estate taxes, and to pay all assessments, special assessments, fees and expenses owed to the Homeowner Association. The Trustee is also authorized to pay up to \$2,500 to the Buyer’s title insurance company.

3. Following the closing of title, the Trustee is authorized to pay Auction Advisors an 8% commission of \$25,200 together with actual out of pocket expenses not to exceed \$2,500 upon submission of proof of the expenses to the Trustee.

4. The Court finds that Nicholas David McElmurry, who is not related to the Trustee, the auctioneer, the attorneys for the Trustee, or the Debtor, and who is not a creditor of the Debtor Estate, is a good faith purchaser for value and entitled to all of the protections of 11 U.S.C. 363(m).

5. The sale of the Property by the Trustee is “AS IS,” “WHERE IS,” with no warranties express or implied, including but not limited to warranties of Fitness for a Particular Purpose or for Habitability. The sale is free and clear of all liens, including all judgments of foreclosure, mortgages, real estate tax liens, tax liens, judgments, and encumbrances, with valid liens, claims and encumbrances, to attach to the proceeds of sale.

6. Notwithstanding anything contained herein to the contrary, the new owner shall be, and the Property shall remain subject to the Declaration of Condominium for Sandpiper Cove at Botanica Condominium Association, Inc. as recorded in Official Records Book 19225 at Page 139 of the Public Records of Palm Beach County, Florida, as amended from time to time (“Declaration”). The Declaration shall remain in full force and effect, and the Declaration shall be enforceable against the new owner and shall remain enforceable against the Property under state law.